

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO	PAGE OF PAGES 1 72	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-03-R-0050		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 21 Aug 2003	6. REQUISITION/PURCHASE NO. SHOP MEMO 6-25-03	
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: JESSICA MADDOX 11431 MADDOXJD@I H.NAVY.MIL INDIAN HEAD MD 20640 5035			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
			TEL: 301/744-6614			TEL:	
			FAX: 301/744-6670			FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg. 1558</u> until <u>15 00</u> local time <u>19 Sep 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME JESSICA D. MADDOX		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6614		C. E-MAIL ADDRESS maddoxjd@ih.navy.mil	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

LOT I – BASIC REQUIREMENT**The guaranteed minimum shall consist of either subCLIN 0001AA or 0001AB and CLIN 0002**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Automatic Digital Radiographic System to evaluate cartridge and cartridge actuated devices (CAD) in accordance with the Statement of Work.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Automatic Digital Radiographic System to evaluate cartridge and cartridge actuated devices (CAD) in accordance with the Statement of Work.	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Automatic Digital Radiographic System to evaluate cartridge and cartridge actuated devices (CAD) in accordance with the Statement of Work. This system shall be explosion proof.	1.00	Each	\$ _____	\$ _____

***Note: The Government will only award one sub-line item from CLIN 0001.**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Automatic Digital Radiographic System to evaluate rocket catapults, thrusters, and propulsion actuated devices (PAD).	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Time-Phased Work Performance Schedule for the two systems procured in accordance with section 5 of the Statement of Work.		Each	NSP	NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Manuals for the two systems proposed in accordance with section 7 of the Statement of Work.		Lot	NSP	NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Configuration Management in accordance with section 8 of the Statement of Work.	1.00	Lot	NTE \$30,000.00	NTE \$30,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Spare Parts List for the two systems procured in accordance with section 9 of the Statement of Work.		Each	NSP	NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Testing of the two systems procured in accordance with section 10 of the Statement of Work.	1.00	Lot	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Training for the two systems procured in accordance with section 11 of the Statement of Work.	1.00	Lot	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Standard Commercial Warranty for the two systems procured in accordance with section 12 of the Statement of Work.		Lot	NSP	NSP

LOT II – OPTION I

The ordering period for this option shall be from completion of installation through one year thereafter.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Reviewing Stations in accordance with paragraph 4.1.2 of the Statement of Work.				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AA	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AB	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010AC	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$_____	\$_____

***Note: The Government will not order more than three reviewing stations during the life of this contract.**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Service for the two systems procured in accordance with section 13 of the Statement of Work and the offeror's service agreement.				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011AA	Service for the two systems procured in accordance with section 13 of the Statement of Work and the offeror's service agreement. This subCLIN shall provide one year of service.	1.00	Lot	NTE \$80,000.00	NTE \$80,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	Spare Parts in accordance with the Spare Parts List provided by the offeror.		Each	NTE \$25,000.00	NTE \$25,000.00

***Note: The Government will not order more than \$25,000.00 worth of spare parts during the life of this contract.**

LOT III – OPTION II

The ordering period for this option shall be from the end of the exercise of this option through one year thereafter.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	Reviewing Stations in accordance with paragraph 4.1.2 of the Statement of Work.				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AA	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AB	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013AC	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

***Note: The Government will not order more than three reviewing stations during the life of this contract.**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	Service for the two systems procured in accordance with section 13 of the Statement of Work and the offeror's service agreement.				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014AA	Service for the two systems procured in accordance with section 13 of the Statement of Work and the offeror's service agreement. This subCLIN shall provide one year of service.	1.00	Lot	NTE \$80,000.00	NTE \$80,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	Spare Parts in accordance with the Spare Parts List provided by the offeror.		Each	NTE \$25,000.00	NTE \$25,000.00

***Note: The Government will not order more than \$25,000.00 worth of spare parts during the life of this contract.**

LOT IV – OPTION III

The ordering period for this option shall be from the end of the exercise of this option through one year thereafter.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	Reviewing Stations in accordance with paragraph 4.1.2 of the Statement of Work.				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AA	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AB	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016AC	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

***Note: The Government will not order more than three reviewing stations during the life of this contract.**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	Service for the two systems procured in accordance with section 13 of the Statement of Work and the offeror's service agreement.				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017AA	Service for the two systems procured in accordance with section 13 of the Statement of Work and the offeror's service agreement. This subCLIN shall provide one year of service.	1.00	Lot	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	Spare Parts in accordance with the Spare Parts List provided by the offeror.		Each	NTE \$25,000.00	NTE \$25,000.00

***Note: The Government will not order more than \$25,000.00 worth of spare parts during the life of this contract.**

LOT V – OPTION IV

The ordering period for this option shall be from the end of the exercise of this option through one year thereafter.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	Reviewing Stations in accordance with paragraph 4.1.2 of the Statement of Work.				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AA	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AB	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019AC	Reviewing Station in accordance with paragraph 4.1.2 of the Statement of Work.	1.00	Each	\$ _____	\$ _____

***Note: The Government will not order more than three reviewing stations during the life of this contract.**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	Service for the two systems procured in accordance with section 13 of the Statement of Work and the offeror's service agreement.				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020AA	Service for the two systems procured in accordance with section 13 of the Statement of Work and the offeror's service agreement. This subCLIN shall provide one year of service.	1.00	Lot	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021	Spare Parts in accordance with the Spare Parts List provided by the offeror.		Each	NTE \$25,000.00	NTE \$25,000.00

***Note: The Government will not order more than \$25,000.00 worth of spare parts during the life of this contract.**

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

STATEMENT OF WORK

DIGITAL RADIOGRAPHIC SYSTEM

1.0 SCOPE OF WORK

The work covered by this and related sections consists of the contractor providing all equipment, software, labor, materials, engineering, contractor supervision of contractor personnel, and transportation as required to provide and install two fully operational automatic digital radiographic systems to evaluate ordnance in accordance with these requirements and the contract.

2.0 BACKGROUND

Requires a safe, automated, PC based, commercially available, digital system for the radiographic evaluation of Class 1, Divisions 3 and 4 ordnance.

Must provide the ability to: determine both the presence and location of the various parts and sub-assemblies of the ordnance, accurately characterize such things as cracks, voids and inclusions within the propellant, and define any separations or unbonds that may occur at the interface between the propellant and other elements of the ordnance.

The contractor shall provide all of the requisite engineering, which includes a complete, detailed set of drawings for the X-ray cabinet, any other drawings that may be required to maintain the system, a mutually accepted digital x-ray system (cabinet, source, detector, and safety devices), a materials handling system capable of presenting each of the various ordnance to the x-ray in the required manner, a complete control system which includes the relevant hardware, software, and instructional materials (including manuals and operator training) to ensure the safe and efficient operation of the system, and an imaging software package that allows not only for complete image manipulation but also for the occasional source code modifications by Government personnel that will be required as new techniques are developed.

All of the technology utilized by this system, especially that of the computer hardware and software, shall represent the latest, industry accepted, state of the art solution to the requirements of this document.

The system provided must be upward compatible in order to incorporate any industry enhancements and innovations as they occur. The installed system shall comply with all applicable OSHA and NEC standards. A certification process will ensure that the installation and operation of the complete system complies fully with the requirements of this document and all of the relevant codes and standards before NSWC IH accepts it.

3.0 APPLICABLE DOCUMENTS

Both systems must comply with all parts of RAD-010 for radiation safety.

The contractor will furnish certification that the systems provided with the X-ray units comply with this requirement. The publication listed below are a part of the Scope of Work in that the systems provided shall be in compliance with the below documents:

National Fire Protection Association (NFPA) Publication

American National Standards Institute (ANSI) Document

ANSI –National Electrical Safety Code

American Society for Testing Materials (ASTM)

ASTM E1025 Image Quality Indicators

ASTM E1255 Standard Practice for Radioscopy

ASTM E1411 Qualification of Radioscopic Systems

Military Publication

MIL-I-45208 or Industry Equivalent

Radiological Affairs Support Program Manual

NAVSEA S0420-AA-RAD-010 (RAD-010)

4.0 GENERAL DESIGN DESCRIPTION

The systems shall be designed in such a manner to be intrinsically safe and withstand the high-energy industrial X-ray environment. Since the ordnance to be evaluated varies in size, the systems must be flexible and versatile in order to satisfy their differences.

The systems shall incorporate equipment configured to accommodate the variety of ordnance to be evaluated.

System one (CLIN 0001AA or 0001AB) will evaluate cartridge and cartridge actuated devices (CAD). This system must position parts to see fill levels of the emergencies. System two (CLIN 0002) will be used to evaluate rocket catapults, thrusters- propulsion actuated devices (PAD). This system does not have to see fill levels. Most of these devices are fabricated with aluminum, tungsten, and steel. Examples of small, medium, and large for CAD and PAD items are as follows:

CAD	Small	Primer	PN-10551688
	Medium	Cartridge M90	PN-8596123
	Large	Cartridge M36AI	PN-11730543
PAD	Small	Initiator Cartridge M27	PN-10520550
	Medium	Thruster Cartridge M25A1	PN-11730533
	Large	Canopy Remover RAU3/A	PN-678341

4.1 Production Requirements:

CAD system will need a parts handling/fixtures capability to x-ray multiple parts at one time (1 to 50 of the small part listed above; 1 to 5 of the larger parts listed above). This system will also need to be capable of being able to rotate those parts at the same time to get multiple angles of shots (0 and ± 45 degrees). All movement of parts inside of X-ray cabinet need to be programmable so multiple shots can be done without opening the X-ray cell. This system must be able to position parts so it can inspect to see fill levels of the energetics in its parts (i.e., X-ray beam to be horizontal to expose parts to be held vertical). System needs to be able to complete 30 exposures/cycles per hour.

PAD system will not have to find the fill levels of the energetics therefore the system shall have an X-ray beam that is vertical. Because parts will be placed on or near to the X-ray detection package some design considerations shall be made to protect these detectors from accidental contact with parts. This system needs to be able to complete 30 exposures/cycles per hour.

4.1.1 Detection Package

The X-ray detection package for both systems will be capable of taking at least 16 bit data over its complete 14 X 17 inch area. Both complete systems shall be capable of handling 8/16 bit images.

The energy of the X-ray machines should be flexible enough that the items from the CAD system can be x-rayed in the PAD system, and the items in the PAD system can be x-rayed in the CAD system.

Both CAD and PAD systems shall have a beam collimator for both horizontal and vertical directions. Beam collimator will be able to close tight in both directions, and will be able to open to the point that it is completely out of X-ray beam.

Both CAD and PAD systems shall be integrated for bar code identification, usage and storage during the production mode of X-ray inspections.

The systems shall incorporate intrinsically safe imaging equipment that is capable of achieving contrast sensitivity, of the unprocessed image, of 1-1T, as defined by ASTM E1025, and a spatial resolution of four (4) line pairs per millimeter, as displayed on a 1.5-20 lp/mm resolution gage, with a minimum fourteen (14) by seventeen (17) inch field of view.

4.1.1.1 For CAD system

With X-ray beam positioned to shoot in the horizontal direction 1-1T wire pennies made of magnesium must be displayed on each step wedge made of plastic. Step wedges will have four steps starting at 1/8" going to 1 1/4". 1-1T wire pennies made of steel must be displayed on each step wedge made of steel. Step wedge will have four steps starting at 1/8" going to 1 1/4". Using line pair gages on both of the above step wedges; system must demonstrate it can see 4 line pair per millimeter on each step, or better.

The above image quality testing has to be demonstrated on all four corners and the middle of the detector screen. At each of these five locations the test will be repeated with the gauging horizontal, vertical, and diagonal.

4.1.1.2 For PAD system

With the X-ray beam positioned to shoot in the perpendicular position 1-1T wire pennies made of magnesium must be displayed on each step wedge made of plastic. Step wedges will have four steps starting at 1/4" going to 2 3/4". 1-1T wire pennies made of steel must be displayed on each step wedge made of steel. Step wedge will have four steps starting at 1/4" going to 2 3/4". Using line pair gages on both of the above step wedges; system must demonstrate it can see 4 line pair per millimeter on each step (or better).

The above image quality testing has to be demonstrated on all four corners and the middle of the detector screen. At each of these five locations the test will be repeated with the gauging horizontal, vertical, and diagonal.

4.1.1.3 CAD and PAD Systems

Both systems shall incorporate digital imaging and display equipment capable of detecting and transmitting images generated to the system console/rack that can be located up to 150 feet from the imaging equipment. All information shall be transmitted via shielded cable.

Both systems shall incorporate printing equipment in order to generate a hard copy of images.

Both systems shall incorporate state-of-the-art computerized processing equipment with the minimum of:

- Inversion
- Integration
- Averaging
- Edge enhancement
- Subtraction
- User defined look-up tables
- Fast Fourier Transform
- Spatial filtering

- Histograms
- Zoom
- Storage and send format with no compression
- Export images with out loss of data to other manufactures workstations
- Record inspection results
- Text over-lay
- Image marking
- Measurement done on radiograph
- User-friendly setup and retrieval
- 5 levels of security

Both systems shall have Automatic Flaw Recognition (AFR) to include as a minimum:

- Liner indications (Unbonds)
- Blobs (Voids)
- Missing features (parts) 12 minimum
- CAD system only-Powder fill level

Software shall provide a means to script inspection routines for operators to automate commonly repeated tasks. This shall include kV and ma settings, image processing steps, interpretation views, archiving paths, etc.

Both systems review/work stations will have as a minimum:

- One High-resolution twenty-one inch (21”) monitor (2040 X 2560)
- 90 Gigabytes hard drive
- DVD read/write at workstation and ability to download high-speed digital storage images without compression to a remote site at same time

4.1.2 Reviewing Stations (CLIN 0010)

If ordered by the Government, the contractor shall provide up to three (3) separate and independent reviewing stations that include equipment to review digital records for the purpose of interpreting, evaluating, and enhancing the recorded data. These reviewing stations will incorporate identical equipment to the data acquisition equipment and will be installed by the contractor.

5.0 WORK PERFORMANCE SCHEDULE (CLIN 0003)

The contractor will provide to the Government a time-phased schedule for build, delivery, installation and acceptance within 60 days after award of the contract. Work and system shall be completed on the procured systems with on-site acceptance at Indian Head within six months contract award. The contractor will deliver all software, source code, operation manuals, hardware, engineering drawings for the X-ray cabinet, system certifications, software certification, engineering drawings as required to maintain the system, and maintains manuals in this same time period.

5.1 Submittal Requirements

The contractor shall submit complete sets of fabrication drawings and specifications within 60 days of contract award to the Contracting Officer's Representative for review and approval. The government may take up to 4 weeks for that review and approval. Such review and approval does not constitute approval or acceptance of systems. The contractor shall not begin fabrication prior to approval of the drawings and specifications.

6.0 VERIFICATION OF FACILITIES

The contractor shall be specifically responsible for the coordination and proper relation of his work to the building structure and to the work of all trades. Power, utility, and any other requirements to be furnished by Indian Head must be identified by the contractor at least 90 days before on site installation.

7.0 MANUALS (CLIN 0004)

All manuals are to be provided by the contractor at the time of installation of the procured systems.

7.1 Operator's/technique developer's Manual

The operator's/technique developer's manual shall provide complete guidance and procedures for operation of the system, including required actions for each operation of the system, at each operator position; input and output formats and procedures; and emergency, alarm, and failure recovery procedures. Provide step-by-step instructions for system startup, backup equipment operation, and execution of system functions and operating modes.

As a minimum, the Operator's Manual shall include the following information:

- General description and specifications
- Installation and initial checkout procedure
- Principles and theory of operation
- Utility Commands
- Password Commands as required
- Direct I/O Control Commands
- Scheduled I/O Control Commands
- Supervisory I/O Control Commands
- Certification that system meets radiation requirements of RAD-010

7.2 Software Manuals

These must include detailed documentation of the theory, design, interface requirements, and functions of all software modules and systems for all digital processors in the capability. This shall include test and verification procedures and detailed descriptions of program requirements and capabilities. Organize the document so as to describe programming and testing in a top-down fashion, starting with a brief system overview and proceeding through to a detailed description of the implementation of each software modules. The document shall be specifically oriented to programming logic and programmer's language and shall include, as a minimum, for software modules, fully annotated source code listings. The software documentation must include, without being limited to, the following:

- Licenses for all software
- Fully annotated source listings
- Fully annotate logic flow diagrams
- Commentary on the theoretical basis of the algorithms for the application programs
- Directory of all disk files
- Communications contents, including protocol, data formats and meanings
- Command characters, instruction set, and a trace of the action initiated by each class of message
- Prompt/response and command line mnemonics
- Data format, output format, and content
- Include a rigorous requirements definition for each software module explicitly describing what is required of the module and how it interfaces with calling and called programs.

7.3 Maintenance Manuals

These must include documentation of user-performed maintenance on system components, including inspection, periodic preventative maintenance, fault diagnosis, and repair or replacement of defective units. The maintenance documentation must include, without being limited to, the following:

- Principles and theory of operation
- Detailed electrical and logical description
- Complete trouble-shooting procedures, diagrams and guidelines

- Complete alignment and calibration procedures for all components
- Preventative maintenance requirements
- Detailed schematics and assembly drawings
- Complete spare parts lists
- Inter face requirements and capabilities
- Signal identification and timing diagrams

8.0 Configuration Control (CLIN 0008)

At completion of installation, the contractor shall provide documentation of the baseline system to include all commercial off the shelf (cots) items, integration of that hardware/software into the final product. This configuration control shall including any Engineering Change Proposals through final site acceptance.

9.0 Spare Parts List (CLIN 0006)

Submit a recommended list of spare parts based on the strategy of minimizing the time the capability could be out of service, failure histories and systems components, and current cost of each part. The list shall take into account the distances from the installation to the service organization as well as normally expected procurement time. Any parts that cost over \$50K should have a life analysis done on them and made part of this package.

10.0 TESTS (CLIN 0007)

This work shall include pre-delivery testing of major subsystems, field-testing, and adjustment of major subsystems and of the complete capability, and an on-site final acceptance test of the complete operational capability. Advise the Contracting Officer's Representative or designated representative at least 14 days in advance of the dates of tests. If the Contracting Officer's Representative elects not to witness the tests, the contractor shall provide performance certification. Acceptance of tests by the Contracting Officer's Representative shall not relieve the contractor of responsibility for the complete systems meeting the requirements of the scope of work after installation.

In addition, the contractor will not be handling explosives during the tests listed below.

10.1 Pre-delivery Test

NAVSEA IHD technical personnel with contractor support shall conduct preliminary inspection tests at the contractor's manufacturing/assembly facility. The contractor and the Contracting Officer's Representative shall mutually develop an acceptance test criteria. Acceptance of pre-delivery tests by the Contracting Officer's Representative shall not relieve the contractor of their responsibility to fully meet the requirements of the Scope of Work after installation at NAVSEA Indian Head, Maryland.

One week prior to the shipment of the equipment from the contractor's facility, the contractor shall assemble a system and demonstrate that the performance of the system satisfies the requirements of this Scope of Work. The contractor must provide a test plan and model numbers of all deliverable equipment to the Contracting Officer's Representative 15 days prior to the pre-delivery test. This test plan shall be subject to approval by the Contract Officer's Representative. The systems shall include, as a minimum, the following components:

- Software required by these specifications
- Software Source Coding
- Software Flow Diagrams
- Control Units
- Storage Units
- Central Controllers
- Operator's Consoles
- Imaging Systems
- Communications Links

Recording Systems
Processing Systems
X-ray Unit compliance to RAD-010
Parts handling in X-ray unit

The contractor must simulate all conditions of operation to demonstrate the performance of the system. The manufacturer shall conform to MIL-I-45208 or the industry equivalent.

10.2 Field Test

Within 10 days after installation of the capability, the contractor shall calibrate equipment and check transmission media before the system is placed on line.

10.3 Final Operational Acceptance Test

The contractor shall conduct final operational tests within 10 working days of the completion of installation. This shall demonstrate that both systems are functioning properly in accordance with all requirements as detailed in this Scope of Work. They must demonstrate the correct operation of all system hardware components as well as the operation and capabilities of all reports, diagnostics, and all other software. If the equipment operates without a failure in the 24-hour operating period, and at an average effectiveness level of at least 95 percent during the performance, a test period of 3 consecutive operating days must be met before it can be deemed to have met the Government's Standard of Performance. Final acceptance of the systems shall be made, provided the contractor has satisfied all other contract requirements. In the event the required average effectiveness level is not reached during the initial 3-day operating period, the final operational acceptance test period shall be extended on a day-to-day basis until the required average effectiveness level is reached for 3 consecutive operating days. The average effectiveness level is defined as the ratio between the total hours test period less any system downtime hours accumulated within that period of test. Downtime shall result whenever the capability is unable to fulfill required functions due to malfunction of either hardware or software. The contractor shall correct defects of hardware or software before the test is resumed. Measure downtime for each incident by those intervals during the performance period between the times that system is returned to proper operating condition.

11.0 TRAINING (CLIN 0008)

The contractor shall provide the services of competent instructors who will give full instruction to designated personnel in the operation, adjustment, maintenance, and software, including pertinent safety requirements, of the equipment and systems procured. This training will be given upon completion of the installation on site of the equipment. The training must be oriented toward the systems installed rather than being a general training course. The instructors shall be thoroughly familiar with all aspects of the subject matter. The number of person days (defined as 8 hours per person day) of instruction furnished shall be three (3) as a minimum. The contractor will provide equipment and material required for classroom training, which will take place at NAVSEA IHD, Indian Head, MD.

11.1 Operators//Technique Developers: Five (5) NAVSEA IHD employees to be trained

- General automatic digital radiographic capability architecture
- System interfacing/communication
- Operation of computer, controller, and peripherals
- Elementary preventative maintenance
- Command line mnemonics of equivalent capability
- Image interpretation/evaluation
- Report generation
- Operator control functions
- Use of diagnostics

11.2 Equipment Maintenance Personnel: Two (2) NAVSEA IHD employees to be trained.

- General equipment layout
- Trouble shooting of all automatic digital radiographic capability components.
- Preventative maintenance of all systems components
- Adjustment and calibration of total systems
- Use of diagnostics

11.3 Programmers: Four (4) NAVSEA IHD employees to be trained.

- Software architecture
- Command line mnemonic interpreter modifications
- Interruption logic
- Interfaces
- Software diagnostics
- Communications software
- Foreground/background programming
- Multi-user/multi-tasking software design programming is applicable
- Applications programs manipulation, design and generation
- File management

The contractor shall prepare the operators/technique developers training with the understanding that government operating personnel will be certified, Level II radiographers. The contractor shall prepare the maintenance training with the understanding that government personnel are trained electronics technicians/mechanics. The contractor shall prepare the programming training material with the understanding that government personnel have a working knowledge of high-level language.

12.0 WARRANTY (CLIN 0009)

The contractor shall provide documentation of their standard commercial warranty. In addition, the contractor shall provide their standard commercial warranty for the systems and equipment procured under this contract.

13.0 SERVICE OPTION (CLIN 0011)

Since the Government may require the performance of emergency and regularly scheduled preventative maintenance by factory trained service representatives, subsequent to the warranty period, the contractor shall submit a sample service contract with the proposal. If the Government requires such maintenance service, it will be contracted as an option under this contract. It shall include repairs, parts, labor, and calibration. It shall also cover a period of time of no fewer than three years after the warranty period.

14.0 SPARE PARTS (CLIN 0012)

The Government reserves the right to purchase the parts detailed on the spare parts listed provided by the contractor. If ordered, these parts shall be delivered in accordance with the terms specified in the applicable delivery order.

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0011 - COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in humanform on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (MAR 2001)

- (a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.
- (b) General Requirement - (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan for approval by the Government.
- (2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require

detailing all related costs, and attach it to the change document. Change documentation shall be submitted to the Supervisor in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (Short Form, DD Form 1693) - MIL-STD-973 shall be used as general guidance for completing this standard form. This form shall be used whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Ship Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. Due to space limitations of the Standard DD Form 1693, the Contractor may use form continuation sheets to assure that sufficient detailed information, including appropriate illustrations, is provided. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the Engineering Change Proposal (ECP) if approved. Weight and moment data incidental to the change shall be provided in Block 15 of the form. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NAVSEA Form 4130) - This form shall be used to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the ship. The completed Form 4130 should explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Due to the space limitation on the form, continuation sheets may be used. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers (DD Form 1694) - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a request for deviation or waiver, as applicable. The explanation of "need for deviation" of Block 24 should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation, and should include any proposed corrections or modifications to better meet the intent of the baseline document. MIL-STD-973 provides guidance in completing DD Form 1694.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances.

(1) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Supervisor's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Supervisor denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Supervisor approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Government requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Government, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) The Contractor shall verify (by physical inspection of the vessel) to the Government, that all Field Modification Requests (FMRs) and Headquarters Modification Requests (HMRs) (including Government responsible trial items) have been incorporated into the vessel. Verification shall include:

(1) List of all HMRs and FMRs authorized to date.

(2) List of those HMRs and FMRs verified to be complete.

(3) List of those HMRs and FMRs which are partially complete or not started with scheduled date for their completion.

(h) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP) on the DD Form 1693 series and shall be supplemented by the information required by the "VALUE ENGINEERING" clause.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in

Proposal _____ dated _____ in response to NAVSEA Solicitation No. N00174-_____.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0015 - DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (JUN 2000)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in

combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available until 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

(End of Text)

HQ C-2-0024 - EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0006 - WARRANTY NOTIFICATION FOR ITEM(S) - (NAVSEA) (NOV 1996)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00174-_____ TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR _____ FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY _____ AND PCO.

HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

HQ D-2-0006 - MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90,
"Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No:

Bldg: **TO BE COMPLETED AT TIME OF AWARD**

Code:

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)

Item(s) ALL - Inspection and acceptance shall be made at destination by a representative of the Government.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

CLINS	DELIVERY DATE	UNIT IF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
LOT I – BASIC REQUIREMENT					
0001	Not later than 6 months ADC	Each	1.00	Dest.	
0002	Not later than 6 months ADC	Each	1.00	Dest.	
0003	60 days ADC	Each	1.00	Dest.	
0004	At completion of installation of CLINs 0001 and 0002	Lot	1.00	Dest.	
0005	At completion of installation of CLINs 0001 and 0002	Lot	1.00	Dest.	
0006	At completion of installation of CLINs 0001 and 0002	Lot	1.00	Dest.	
0007	As specified in the Statement of Work	Lot	1.00	Dest.	
0008	During installation of CLINs 0001 and 0002 or within 10 days of completion	Lot	1.00	Dest.	

of installation

LOT II – OPTION I

0010AA	As specified on individual delivery orders	Each	3.00	Dest.
0010AB	As specified on individual delivery orders	Each	3.00	Dest.
0010AC	As specified on individual delivery orders	Each	3.00	Dest.
0011AA	As specified on individual task orders	Lot	1.00	Dest.
0012	As specified on individual delivery orders	Each		Dest.

LOT III – OPTION II

0013AA	As specified on individual delivery orders	Each	3.00	Dest.
0013AB	As specified on individual delivery orders	Each	3.00	Dest.
0013AC	As specified on individual delivery orders	Each	3.00	Dest.
0014AA	As specified on individual task orders	Lot	1.00	Dest.
0015	As specified on individual delivery orders	Each		Dest.

LOT IV – OPTION III

0016AA	As specified on individual delivery orders	Each	3.00	Dest.
0016AB	As specified on individual delivery orders	Each	3.00	Dest.

0016AC	As specified on individual delivery orders	Each	3.00	Dest.
0017AA	As specified on individual task orders	Lot	1.00	Dest.
0018	As specified on individual delivery orders	Each		Dest.

LOT V – OPTION V

0019AA	As specified on individual delivery orders	Each	3.00	Dest.
0019AB	As specified on individual delivery orders	Each	3.00	Dest.
0019AC	As specified on individual delivery orders	Each	3.00	Dest.
0020AA	As specified on individual task orders	Lot	1.00	Dest.
0021	As specified on individual delivery orders	Each		Dest.

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE

CLINS	DELIVERY DATE	UNIT IF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
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LOT I – BASIC REQUIREMENT

0001	Not later than 6 months ADC	Each	1.00	Dest.
0002	Not later than 6 months ADC	Each	1.00	Dest.
0003	60 days ADC	Each	1.00	Dest.
0004	At completion of	Lot	1.00	Dest.

	installation of CLINs 0001 and 0002			
0005	At completion of installation of CLINs 0001 and 0002	Lot	1.00	Dest
0006	At completion of installation of CLINs 0001 and 0002	Lot	1.00	Dest.
0007	As specified in the Statement of Work	Lot	1.00	Dest.
0008	During installation of CLINs 0001 and 0002 or within 10 days of completion of installation	Lot	1.00	Dest.

LOT II – OPTION I

0010AA	As specified on individual delivery orders	Each	3.00	Dest.
0010AB	As specified on individual delivery orders	Each	3.00	Dest.
0010AC	As specified on individual delivery orders	Each	3.00	Dest.
0011AA	As specified on individual task orders	Lot	1.00	Dest.
0012	As specified on individual delivery orders	Each		Dest.

LOT III – OPTION II

0013AA	As specified on individual delivery orders	Each	3.00	Dest.
0013AB	As specified on individual delivery orders	Each	3.00	Dest.

0013AC	As specified on individual delivery orders	Each	3.00	Dest.
0014AA	As specified on individual task orders	Lot	1.00	Dest.
0015	As specified on individual delivery orders	Each		Dest.

LOT IV – OPTION III

0016AA	As specified on individual delivery orders	Each	3.00	Dest.
0016AB	As specified on individual delivery orders	Each	3.00	Dest.
0016AC	As specified on individual delivery orders	Each	3.00	Dest.
0017AA	As specified on individual task orders	Lot	1.00	Dest.
0018	As specified on individual delivery orders	Each		Dest.

LOT V – OPTION V

0019AA	As specified on individual delivery orders	Each	3.00	Dest.
0019AB	As specified on individual delivery orders	Each	3.00	Dest.
0019AC	As specified on individual delivery orders	Each	3.00	Dest.
0020AA	As specified on individual task orders	Lot	1.00	Dest.
0021	As specified on individual delivery orders	Each		Dest.

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

WITHIN DAYS

ITEM NO. QUANTITY AFTER DATE

OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer
Indian Head Division
Naval Sea Systems Command
101 Strauss Avenue
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

IHD 62 - PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of 6 months beginning with the effective date of this contract. If all options are exercised, the contract will not exceed 60 months.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
☒ a consolidated invoice covering all shipments delivered under an individual order.
☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

(To be completed by Contract Specialist)

MAIL INVOICES TO: **TO BE COMPLETED AT TIME OF AWARD**

* Check applicable procedure.
 (End of clause)

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:

Phone Number: (301)744-

Payments/Invoicing:

Phone Number: (301)744-

Technical Representative:

Phone Number: (301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer
_____ at (301) 744-.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*

Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.216-9110 ORDERS (FIXED-PRICE) (JUN 2000)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth either the firm contract price or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) set forth any discount offered for prompt payment;
- (9) be dated;
- (10) be identified by number in accordance with DFARS 204.7004;
- (11) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (12) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (13) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;
- (14) be issued on an SF 26 or a DD Form 1155; and
- (15) set forth any other pertinent information.

(c) Firm Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until a firm priced order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a price proposal for the work specified in the order. The Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The price and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

- (i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or
- (ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

The Contracting Officer of the Ordering Activity shall forward a copy of each executed order marked "DD-350", to the Commander, Naval Sea Systems Command, ATTN: SEA 0293.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item

Funds

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to (b) hereof.

IHD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION

TITLE

K

Representations, Certifications and Other Statements of Offerors (Bidders)

L Instructions, Conditions, and Notices to Offerors (Bidders)

M Evaluation Factors for Award

IHD 114 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/IHD) FEB 2000

(a) The COR for this contract is:

Name: Mailing Address:
Code: Telephone No.:

(b) The Alternate COR for this contract is:

Name: Mailing Address:
Code: Telephone No.:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

IHD 125 - TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 2000) (NAVSEA/IHD)

(a) The following types of delivery orders will be issued under this contract:

Firm-Fixed-Price

IHD 150 - OPERATING SOFTWARE (MAR 2000) (NAVSEA/IHD)

The operating software required to make use of the equipment acquired under this contract will be provided and supported by the contractor. Operating software refers to those routines that interface directly with hardware peripheral devices, the computer operations, and applications and utility programs.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.216-22	Indefinite Quantity	OCT 1995
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
(Dev)		
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-19	Commercial Computer Software- Restricted Rights	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999

52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-5	Changes and Changed Conditions	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of

Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 5 years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$1,000,000.00** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **\$2,000,000.00** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of contract award or exercise of the previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

Attachment A – Contract Administration Plan

Attachment B – Past Performance Matrix

Attachment C – Past Performance Questionnaire

Attachment A

FIRM FIXED PRICE SUPPLY CONTRACT WITH PROVISIONS FOR MAINTENANCE
OR ACCEPTANCE TESTING CRITERIA OR OTHER PROVISIONS WHICH
REQUIRE UNUSUAL MONITORING AND A COR

CONTRACT ADMINISTRATION PLAN
CONTRACT NO. N00174

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarifications, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data.
- b. Freedom of Information inquiries
- c. Change/questions/information regarding the scope, terms or conditions of the basic contract document.
- d. Arranging the post award conference
- e. Monitoring of the COR
- f. Meeting annually with COR to review contract performance (joint responsibility of the COR). This may be satisfied telephonically, depending on the circumstances.

Other _____

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

3. PAYING OFFICE is responsible for payment of approved proper invoices after acceptance is documented.

4. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

- a. Controlling all government technical interface with the contractor and providing technical advice and clarifications of the specifications/ statement of work.
- b. Providing copies of all government/contractor technical correspondence to the PCO.
- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor).
- d. Assuring that equipment is delivered on time, and promptly notifying the PCO if any contractor delay in delivery is experienced.

- e. If applicable, coordination of site preparation and installation to the extent specified in the contract as the government's responsibility.
 - f. Quality assurance, inspection and acceptances of supplies, or services (if applicable).
 - g. If applicable, monitoring standard of performance testing or effectiveness level acceptance criteria.
 - h. If applicable, monitoring of credits, such as downtime credits for maintenance if provided for in the contract, and making appropriate adjustments on contractor reimbursement.
 - i. Promptly reviewing the contractor's invoices for goods/services received and accepted, to assure that they conform to the contract pricing. Improper invoices shall be returned immediately to the contractor. Proper correct invoices and/or DD250's, as applicable shall be approved and forwarded to the paying office.
 - j. Maintain a COR file of all correspondence with the PCO and contractor and copies of all invoices.
 - k. Meeting annually with the PCO to review contract performance, this may be satisfied telephonically, depending upon the circumstances.
 - l. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.
 - m. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually.
 - n. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.
 - o. Contract Performance Assessment System (CPARS).
- () This contract WILL be registered in the CPARS database by the Contracts Division with the assistance of the COR. As stated in the COR appointment letter the COR is responsible for updating the CPARS database.

() CPARS does NOT apply to this contract.

Other: _____

NAMES/ADDRESS/TELEPHONE NUMBERS OF COGNIZANT INDIVIDUAL/OFFICE

COR _____
 NAME CODE TELEPHONE

PCO (refer to Contracting Officer who signed contract documents)

CODE	TELEPHONE
PAYING OFFICE (refer to page one of the contract document)	
CAO (refer to page one of the contract document)	

Attachment B

Attachment A

Past Performance Matrix

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Proposed Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

References column should include government activity/ company name, address, POC and telephone number.

Attachment C

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET
FOR SOLICITATION N00174-03-R-0050**

Name of the offeror questionnaire is being
completed for:

Name of company completing questionnaire:

Name and title of the person completing the
questionnaire:

Length of time your firm has been involved with the
offeror:

Type of work performed by the referenced offeror:

SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:

Naval Surface Warfare Center
101 Strauss Avenue, Bldg. 1558
Indian Head, MD 20640-5035
Jessica Maddox, Contract Specialist, Code 1143I

BY: 19 September 2003

PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET
SOLICITATION NUMBER: N00174-01-R-0050

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question, then you should mark "N/A."

EVALUATION CRITERIA

Excellent -	The offeror's performance was consistently superior. The contractual performance was accomplished with few minor problems for which corrective action taken by the Contractor was highly effective.
Good -	The offeror's performance as good, better than average, etc., and that they would willingly do business with the offeror again. The contractual performance was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.
Neutral -	No record exists
Average –	The offeror's performances were between good and average and consideration would take part in awarding a contract to the offeror again. The contractual performance reflects a problem for which the Contractor has not yet identified corrective actions.
Poor -	The offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. The contractual performance of the element being assessed contains problems for which the Contractor's corrective actions appear to be or were ineffective.

CUSTOMER SATISFACTION

- | | |
|--|---------------|
| 1. The referenced contractor was responsive to the customer's needs. | E G N A P N/A |
| 2. The contractor's personnel were qualified to meet the requirements. | E G N A P N/A |
| 3. The contractor's ability to accurately estimate costs. | E G N A P N/A |

TIMELINESS

- | | |
|---|---------------|
| 4. The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested timeframe. | E G N A P N/A |
|---|---------------|

TECHNICAL SUCCESS

- | | |
|--|---------------|
| 5. The contractor had a clear understanding of the work detailed in the SOW. | E G N A P N/A |
| 6. The contractor's ability to complete tasks correctly the first time. | E G N A P N/A |
| 7. The contractor's ability to resolve problems. | E G N A P N/A |

QUALITY

- | | |
|---|---------------|
| 8. The contractor's quality and reliability of services Delivered. | E G N A P N/A |
| 9. Quality, reliability, and maintainability of hardware delivered. | E G N A P N/A |

PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:

10. Would you recommend this contractor for similar government contracts? Please explain.
11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?
12. In summary, which of the following would you choose to describe the quality of the referenced contractor's service?
- Significantly better than acceptable
 - Slightly better than acceptable
 - Acceptable
 - Slightly less than acceptable
 - Entirely unacceptable
13. In summary, which of the following would you choose to describe the referenced contractor's willingness to cooperate to resolve performance disagreements?
- Highly cooperative
 - Cooperative
 - Somewhat cooperative
 - Highly uncooperative

Thank you for taking the time to complete the above information.

Interviewer's Name: _____ Date: _____

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **334517** (insert NAICS code).

(2) The small business size standard is **500 employees** (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

() Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

- (a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

- (b) Representation. The offeror represents that it--

☐ is ☐ is not a historically black college or university;

☐ is ☐ is not a minority institution.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or

substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

- (a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.
- (b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified Specification/Standard

- (c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

GENERAL INFORMATION: Each offeror shall submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror, the Government will consider how well an offeror complied with both the letter and the spirit of these instructions. The Government will consider any failure on the

part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the Contracting Officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

The offeror shall submit the following information (listed in order of importance):

1. Nine (9) copies of Volume I – Technical Information
2. Past Performance information in accordance with the below instructions
3. One copy of Volume II – Small Business Subcontracting Plan (if required)
4. Two (2) copies of Volume III – price proposal with the completed solicitation

Volumes I, II, and III as well as the past performance information shall be provided by the closing date of the solicitation to:

NAVSEA Indian Head
 101 Strauss Avenue
 Bldg. 1558
 Attn: Jessica D. Maddox, Code 1143I
 Indian Head, MD 20640-5035

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS. Information shall be submitted as detailed below.

I. VOLUME I - TECHNICAL PROPOSAL

The Technical Proposal shall contain the offeror's commercial brochures of the proposed system. The offeror shall also address how the proposed system(s) meets the technical requirements of the Statement of Work. This explanation shall not exceed 20 pages, single-sided. Each page shall be numbered and the offeror's name, address, point of contact, phone and fax numbers shall be listed on the front of Volume I.

The Technical Proposal shall contain information/documentation in sufficient detail to enable evaluation based on the factors/sub-factors listed in Section M, Clause entitled Best Value Evaluation and Basis for Award and as detailed below. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that standard procedures will be employed, are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

The format and content of the technical proposal shall contain a response to each of the factors (listed in descending order of importance) outlined below in reference to the offered systems and how they comply with the requirements of the Statement of Work:

Complete compliance with Rad-010 and 29 CFR 1020.40
 Ability to shoot multiple parts at a time
 Ability to manipulate multiple parts
 System integrated for bar code identification
 Digital imaging and digital display equipment
 Detection system capable of 16 bit data collection
 Imaging equipment with 1-1T sensitivity of unprocessed image
 Spatial resolution of four line pairs per millimeter
 Automatic flaw recognition
 Ability to automate commonly repeated tasks
 Review/work station with minimum requests
 All manuals, instructions, and software licenses provided
 All computer source code provided

Training packages provided
Servicing packages available
Spare parts list with necessary life analysis

***Note: The offeror should address their ability to provide these contractual requirements.**

An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

II. PAST PERFORMANCE

Past performance is a measure of the degree to which an offeror, as an organization has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix who will be able to provide information regarding the offeror's past performance during the past three (3) years regarding: (1) customer satisfaction; (2) timeliness; (3) technical success; and (4) quality. **The reference information must be current to facilitate the evaluation process.**

The Offeror will submit the Past Performance Questionnaire to each of the references listed on the Past Performance Matrix; a minimum of three (3) is required. The Offeror shall instruct the references to complete the Past Performance Questionnaire and return it directly to:

Naval Surface Warfare Center, Indian Head Division
101 Strauss Avenue
Attn: Jessica Maddox, Code 1143I, Bldg 1558
Indian Head, MD 20640-5035
Fax: (301) 744-6670 Email: maddoxjd@ih.navy.mil

Due Date: 19 September 2003

The Offeror's selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the Contract Specialist within the requested timeframe may result in the inability of the Government to rank the Offeror's past performance and may affect the overall evaluation. This information shall be provided using the Past Performance Matrix.

In the investigation of an Offeror's past performance, the Government reserves the right to contract former customers and Government agencies, and other private and public sources of information.

The Government will also assess the role that subcontractors have played in contributing to the success and/or failure of the offeror and to what extent subcontractors' performance has contributed to the past performance evaluation.

III. VOLUME II – SMALL BUSINESS SUBCONTRACTING PLAN (applies to and is mandatory for large business offerors only)

There is no page limit restriction on the subcontracting plan. The subcontracting plan will be evaluated by the Contracting Officer or designee. Offeror's subcontracting plan shall become part of any resultant contract.

Offerors shall submit a small business subcontracting plan in accordance with FAR 52.219-1 (Oct 2000) (see also 252.219-7003 (Apr 1996)). The offeror's small business subcontracting plan shall include all eleven (11) items cited in FAR clause 52.219-1, subparagraph d(1) through (11). The Navy's subcontracting goals for this requirement are: 23% of the effort for Small Businesses; 5% of the effort for Small Disadvantaged Businesses; 5% of the effort for Small Women-Owned Businesses; 3% of the effort for Veteran-Owned Businesses; and 2% of the effort for HUBZone Businesses. Offerors submitting Small Business Subcontracting Plans per FAR 52.219-9,

“Small Business Subcontracting Plan,” (Oct 2001) and DFARS clause 252.219-7003, “Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts),” (Apr 1996) which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

IV. VOLUME III – PRICE INFORMATION

The price proposal shall include the completed solicitation document with all representations and certifications executed and pricing appropriately noted in Section B. In addition, the offeror should submit any available pricing information to facilitate the price analysis that will be performed in evaluating the proposal (i.e., cost breakdown, catalog pricing, past pricing history, etc.).

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

HQ L-2-0009 - SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Volume I – Technical Proposal
 Past Performance Information
 Volume II – Small Business Subcontracting Plan (not a rated factor)
 Volume III – Price Information

As technical proposals become more equal, past performance and price will become more significant factors. In determining best overall value, the Government will first assess an offeror on the basis of the Technical Proposal and then compare and rank offerors on the basis of past performance and price. Offerors who do not provide their Technical Proposal will not be considered for award. Then the Government will compare the tradeoffs between relative margins of technical ranking, past performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer/proposal should contain the offeror's best terms from a (technical), cost/price, relevant experience, past performance, and price standpoint.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with Offerors in a competitive range, if necessary, and to permit such offerors to revise their offer/proposal.

A. VOLUME I - TECHNICAL PROPOSAL

An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

The Government will evaluate the Offeror with respect to **how** they propose to meet the requirements as prescribed in the Statement of Work. The Government will assess the offeror's response on the following factors as relates to the Statement of Work and the proposed systems:

- Complete compliance with Rad-010 and 29 CFR 1020.40
- Ability to shoot multiple parts at a time
- Ability to manipulate multiple parts
- System integrated for bar code identification
- Digital imaging and digital display equipment
- Detection system capable of 16 bit data collection
- Imaging equipment with 1-1T sensitivity of unprocessed image
- Spatial resolution of four line pairs per millimeter
- Automatic flaw recognition
- Ability to automate commonly repeated tasks
- Review/work station with minimum requests
- All manuals, instructions, and software licenses to be provided
- All computer source code to be provided
- Training packages provided
- Servicing packages available
- Spare parts list with necessary life analysis

***Note: All of the factors listed above listed in descending order of importance.**

The above factors will be evaluated on a numerical scale. The Technical Proposal is capable of receiving 160 points.

B. PAST PERFORMANCE

Past performance is a measure of the degree to which an Offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, and local laws and regulations. The Offeror shall provide a minimum of three (3) references who will be able to provide information regarding the offeror's past performance during the past three (3) years in the following areas: (1) customer satisfaction; (2) timeliness; (3) technical success; and (4) quality. **The reference information must be current to facilitate the evaluation process.**

Failure of an Offeror's references to respond within the required timeframe may result in the inability of the Government to rank an Offeror's past performance and may affect the overall evaluation.

C. VOLUME II – SMALL BUSINESS SUBCONTRACTING PLAN (applies to and is mandatory for large business offerors)

There is no page limit restriction on the subcontracting plan. The subcontracting plan will be evaluated by the Contracting Officer or designee. Offeror's subcontracting plan shall become part of any resultant contract.

The subcontracting plan shall be evaluated separately and distinctly from all other factors. It will be evaluated to insure the offeror has provided an explanation as to why those goals cannot be met.

Contracting Officer may, pursuant to FAR 15.306, conduct exchanges of information with respect to subcontracting plan issues. These exchanges of information shall not constitute discussions as defined in Part 15 of the FAR.

D. VOLUME III - COST/PRICE

Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

Offerors are requested to submit pricing information for each item proposed to facilitate the price analysis that will be performed in evaluating the proposal (i.e., cost breakdown, catalog pricing, past pricing history, etc.). The evaluated price shall be used to determine the offeror who presents the best overall value to the Government.

II. The offeror's submission will be evaluated as detailed above. Each factor shall be evaluated on the merits of the information contained in the offeror's submission. A sample evaluation is provided below:

Offeror	Technical Proposal*	Past Performance Rating	Price
A	150	Good	\$1,275,000.00
B	155	Excellent	\$1,400,000.00
C	0	Good	\$1,350,000.00
D	144	Poor	\$1,225,000.00

* 160 points maximum

In order to determine which offeror represents the best overall value, the Government will make a series of paired comparisons among the offerors, trading off the differences in the nonprice factors against the difference in price between the offerors. If, in any paired comparison, of any two offerors, one offeror has both a higher technical score and has the lower price, then that offeror is the best overall value. If the offeror with the higher technical score and has the higher price, then the Government must decide whether the margin of higher technical score (i.e. greater prospects for success) is worth the higher price. The Government will continue to make paired comparisons in this way until an offeror representing the best overall value is identified. In the example above, the Government may award to offeror A, offeror B (if it could be determined whether the difference in greater value is worth the difference in price when compared to offeror A). Offeror C would not be considered for award due to the failure to submit a technical proposal. Offeror D would not be considered for award due to a POOR past performance rating.